

UNITED STATES BANKRUPTCY COURT  
EASTERN DISTRICT OF MISSOURI  
EASTERN DIVISION

In re:	)	Chapter 13
Tammy L. Cordia,	)	Case No.:16-47542
Debtor(s).	)	Hearing Date: 12/15/2016
	)	Hearing Time:11:00 am
	)	Hearing Location: 7N

1<sup>st</sup> Amended CHAPTER 13 PLAN

**PAYMENTS. Debtor is to pay to the Chapter 13 Trustee the sum of the following amounts: (complete one of the following payment options)**

\$550.00 per month for 60 months.

In addition, Debtor shall pay to the Trustee, and the plan base shall be increased by the following:

(1) Tax Refund. Debtor shall send any tax refund received during the pendency of the Chapter 13 case to the Trustee; however, Debtor may retain a portion of a tax refund to pay income taxes owed to any taxing authority for the same period as the refund. Debtor may also retain \$1,250 for single filers or \$1,500 for joint filers and refundable tax credits consisting of Earned Income Credit (EIC) and Additional Child Tax Credit each year. (2) Employee Bonuses. Debtor shall send fifty percent of any employee bonus or other distribution paid or payable to Debtor during the term of the plan. (3) Additional Lump Sums. Debtor shall send additional lump sums(s) consisting of \_\_\_\_\_, if any, to be paid to the Trustee.

**DISBURSEMENTS. Creditors shall be paid in the following order and in the following fashion. Unless stated otherwise, the Chapter 13 Trustee will make the payments to creditors. All disbursements by the Trustee to be made pro-rata by class, except per month disbursements described below. However, if there are funds available after payment of equal monthly payments in paragraph 5 and fees in paragraph 6, those funds shall be distributed again to those same paragraphs until paid in full before distributing to the next highest paragraphs:**

1. Trustee and Court Fees. Pay Trustee a percentage fee as allowed by law and pay filing fees if the Court enters an order providing for filing fees to be paid in the Chapter 13 plan.

2. Executory Contract/Lease Arrearages. Trustee to cure pre-petition arrearage on any executory contract accepted in paragraphs 3(A or B) over the following period, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD
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3. Pay sub-paragraphs concurrently:

(A) **Post-petition real property lease payments.** Debtor assumes executory contract for real property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(B) **Post-petition personal property lease payments.** Debtor assumes executory contract for personal property with the following creditor(s) and proposes to maintain payments in accordance with terms of the original contract as follows:

CREDITOR NAME	MONTHLY PAYMENT	EST MONTHS REMAINING
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(C) **Continuing Debt Payments (including post-petition mortgage payments on real estate other than Debtor's residence )** Maintain payments of the following continuing debt(s) in accordance with terms of the original contract with any arrearages owed at the time of filing to be cured in paragraph \_\_\_\_ below.

CREDITOR NAME	MONTHLY PAYMENT
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(D) **Post-petition mortgage payments on Debtor's residence.** Payments due post-filing on debt(s) secured by lien(s) on Debtor(s) residence to be at the monthly amount listed below (or as adjusted by creditor under terms of loan agreement) to:

CREDITOR NAME	MONTHLY PAYMENT	BY DEBTOR/TRUSTEE
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(E) **DSO Claims in equal installments.** Pay any pre-petition domestic support obligation arrears (not provided for elsewhere in this plan) in full in equal monthly installments over the life of the plan, estimated as:

CREDITOR NAME	TOTAL AMOUNT DUE	INTEREST RATE
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4. **Attorney Fees.** Pay Debtor's attorney \$\_\_\_\_\_ in equal monthly payments over 12 months. Any additional fees allowed by the Court shall be paid pursuant to paragraph 6 below. [See the Local Rules for limitations on use of this paragraph]

5. Pay sub-paragraphs concurrently:

(A) **Pre-petition arrears on secured claims paid in paragraph 3.** Pay pre-petition arrearage on debts paid under paragraphs 3 (C) or (D) in equal monthly installments over the period set forth below and with the interest rate identified below, estimated as follows:

CREDITOR NAME	TOTAL AMOUNT DUE	CURE PERIOD	INTEREST RATE
		48 Months	0.00%

(B) **Secured claims to be paid in full.** The following claims shall be paid in full in equal monthly payments over the period set forth below with 5.00% interest.

CREDITOR	EST BALANCE DUE	REPAY PERIOD	TOTAL w/ INTEREST
		60 Months	

(C) **Secured claims subject to modification.** Pay all other secured claims the fair market value of the collateral, as of the date the petition was filed, in equal monthly payments over the period set forth below with 5.00% interest and with any balance of the debt to be paid as non-priority unsecured debt under paragraph 9 (A), estimated as set forth below:

CREDITOR	BALANCE DUE	FMV	REPAY PERIOD	TOTAL w/ INTEREST
			60 Months	

(D) **Co-debtor guaranteed debt paid in equal monthly installments.** The following co-debtor guaranteed claims(s) to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in equal monthly installments over the period set forth below and with interest as identified below.

CREDITOR	Est Balance	Trustee/Co-Debtor	Period	Interest Rate
1st Financial Credit Union	\$9,500.00	Trustee	35 Months	5.69%

(E) Pay any post-petition fees and costs as identified in a notice filed per Federal Rule of Bankruptcy Procedure 3002.1 as a supplement to an allowed claim or any other post-petition fees and costs which the Court allows and orders the Trustee to pay. Any such amounts shall be paid in equal monthly payments over the remainder of the plan duration and shall not receive interest.

6. Pay \$2,100.00 of debtor's attorney's fees and any additional attorney fees allowed by the Court.

7. Pay sub-paragraphs concurrently:

(A) **Unsecured Co-debtor guaranteed claims.** The following unsecured co-debtor guaranteed debt to be paid by Trustee or by the co-debtor as noted below. If paid by Trustee, pay claim in full with interest rate as identified below.

CREDITOR NAME	EST TOTAL DUE	TRUSTEE/CO-DEBTOR	INTEREST RATE
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(B) **Assigned DSO Claims.** Domestic support obligation arrearages assigned to, or recoverable by, a governmental unit, to be paid a fixed amount with the balance to be owed by the Debtor(s) after completion of the Plan, pursuant to § 507(a)(1)(B) and 1322(a)(4). Regular payments that become due after filing shall be paid **directly** by Debtor(s).

CREDITOR	TOTAL DUE	TOTAL AMOUNT PAID BY TRUSTEE
		(100% or lesser dollar amount enumerated here)

8. **Priority Claims.** Pay the following priority claims allowed under 11U.S.C. § 507 in full, estimated as follows:

CREDITOR NAME

TOTAL AMOUNT DUE

9. Pay the following sub-paragraphs concurrently:

(A) **General Unsecured Claims.** Pay non-priority, unsecured creditors. Estimated total owed:\$83,970.47. Amount required to be paid to non-priority unsecured creditors as determined by 1325(a)(4) hypothetical Chapter 7 liquidation calculation: \$0.00. Amount required to be paid to non-priority unsecured creditors as determined by 1325(b) calculation: \$0.00. Debtor guarantees a minimum of \$0.00 (Dollar amount or 100%) will be paid to non-priority unsecured creditors.

(B) **Surrender of Collateral.** Debtor proposes to surrender the following collateral to the following creditor(s) with any deficiency paid as non-priority unsecured debt:

CREDITOR

COLLATERAL

(C) **Rejected Executory Contracts/Leases.** Debtor rejects the following executory contract(s) with the following creditor(s). Any balance to be paid as non-priority unsecured debt.:

CREDITOR

CONTRACT/LEASE

10. Other:

11. All secured creditors shall retain the liens securing their claims until the earlier of the payment of the underlying debt determined under non-bankruptcy law or discharge under section 1328. However, the Debtor will request avoidance of non-purchase money liens secured by consumer goods as well as judicial liens which impair exemptions and said creditors will not retain their liens if the Court enters an order granting the Debtor's request to avoid the liens.

12. Any pledged credit union shares or certificates of deposit held by any bank shall be applied to the amount owed such Claimant.

13. Title to Debtor's property to re-vest in Debtor upon confirmation. Debtor is not to incur further credit or debt without the consent of the Court unless necessary for the protection of life, health or property and consent cannot be obtained readily. Within fourteen days of filing federal and state income tax returns, Debtor shall provide a copy of each return to the Chapter 13 Trustee.

14. Any post-petition claims filed and allowed under 11 U.S.C. section 1305 may be paid through the plan.

CREDITOR'S NOTICE: YOU MUST FILE A CLAIM IN ORDER TO PARTICIPATE IN

(L.F. 13 Rev. 5/2015)

DISBURSEMENTS PROPOSED HEREIN. CLAIMS SHALL SHARE ONLY IN FUNDS DISBURSED AFTER THE CHAPTER 13 TRUSTEE RECEIVES THE CLAIM. IN COMPLIANCE WITH ORDER OF THE COURT, ABSENT A SPECIFIC ORDER OF THE COURT TO THE CONTRARY, THE CHAPTER 13 TRUSTEE, RATHER THAN THE DEBTOR, WILL MAKE ALL PRE-CONFIRMATION DISBURSEMENTS PURSUANT TO SECTION 1326(a). ALL CREDITORS ENTITLED TO PRE-CONFIRMATION DISBURSEMENTS, INCLUDING LEASE CREDITORS, MUST FILE A PROOF OF CLAIM TO BE ENTITLED TO RECEIVE SUCH PAYMENTS FROM THE CHAPTER 13 TRUSTEE. PURSUANT TO LOCAL RULE, THE PROOF OF CLAIM SHALL CONTROL THE VALUATION OF COLLATERAL AND ANY VALUATION STATED IN THE PLAN SHALL NOT BE BINDING ON THE CREDITOR. THE TRUSTEE, IN HIS SOLE DISCRETION, MAY DETERMINE TO RESERVE FUNDS FOR PAYMENT TO ANY CREDITOR SECURED BY A MORTGAGE ON REAL ESTATE PENDING FILING OF A CLAIM.

DATE: 11/17/2016

DEBTOR: Tammy L. Cordia

Tammy L. Cordia

### **CERTIFICATE OF SERVICE**

The undersigned hereby certifies that a copy of the foregoing Plan was mailed November 17, 2016 by placing same in the United States mail, first class, postage prepaid, addressed to the following:

John V. LaBarge, Jr.  
P. O. Box 430908  
St. Louis, MO 63143

Sommars & Associates, LLC  
326 S. 21st Street, Suite 510  
att: Dona M. Sommars  
Saint Louis MO 63103

1st Financial Credit Union  
1232 Wentzville Parkway  
Wentzville, MO 63385-3868

Abbott Ambulance Inc.  
2500 Abbott Place  
Saint Louis, MO 63143-9940

Account Resolution Corp  
700 Goddard Avenue  
Chesterfield, MO 63005

Account Resolution Corporation  
17600 Chesterfield Airport, Suite 201  
Chesterfield, MO 63005

ACE - America's Cash Express  
1231 Greenway Drive, Suite 800  
Irving, TX 75038

Affiliated Management Services, Inc.  
5651 Broadmoor  
Mission, KS 66202

Amged Eltahir, M.D.  
P O Box 66980  
Saint Louis, MO 63166

ARC Management Group, LLC  
1825 Barrett Lakes Blvd., Suite 505  
Kennesaw, GA 30144-7518

Ardekani's Street Clinic  
10004 Kennerly  
Saint Louis, MO 63128

Avant  
222 N LaSalle Street, Suite 1700  
Chicago, IL 60681

Avant Credit Corporation  
640 N La Salle Dr Ste 545  
Chicago, IL 60654-3781

AvanteUSA  
3600 S. Gessner Road, Suite 225  
Houston, TX 77063-5184

Big Picture Loans  
N5384 US Highway 45, Suite 400  
Watersmeet, MI 49969

Brent V. Stromberg, MD  
11709 Old Ballas Road, Ste 201  
Saint Louis, MO 63141-7029

Bridgeton Emergency Group, LLC  
P. O. Box 731584  
Dallas, TX 75373-1584

Cashnet500.com  
P. O. Box 571992  
Salt Lake City, UT 84157-1992

CashnetUSA  
P. O. Box 643990  
Cincinnati, OH 46264-3990

Check Into Cash Inc.  
P. O. Box 550  
Att: Collections  
Cleveland, TN 37364

Choice Recovery  
P O Box 20790  
Columbus, OH 43220

Christopher LaBonte MD, LLC  
12660 Lamplighter Square, Suite J  
Saint Louis, MO 63128-2761

Clarient Diagnostic Services  
31 Columbia  
Aliso Viejo, CA 92656

Club Fitness  
Customer Service Center  
7055 Mexico, Suite 1210  
Saint Peters, MO 63376

Commonwealth Finance  
245 Main Street  
Scranton, PA 18519

Commonwealth Financial Systems, Inc.  
P O Box 1110  
Charlotte, NC 28201-5339

Computer Credit Inc.  
Claim Dept. 016742, 640 W. Fourth St  
P. O. Box 5238  
Winston-Salem, NC 27113-5238

Consumer Collection Management  
2333 Grissom Drive  
Saint Louis, MO 63146-3322

Craig M. Voorhees, Ph. D.  
4044 Locke Avenue  
Bridgeton, MO 63044

Credit One Bank  
P. O. Box 98873  
Las Vegas, NV 89193-8873

Creve Coeur Fire Protection Dist.  
P O Box 775040  
Saint Louis, MO 63177-5040

Dash of Cash  
c/o: Glass Mountain Capital, LLC  
1930 Thoreau Drive, Suite 100  
Schaumburg, IL 60173

De Paul Health Center  
P. O. Box 503913  
Saint Louis, MO 63150

Diagnostic Imaging Assoc., Ltd  
P.O. Box 66997  
Saint Louis, MO 63166-6997

Dr. Vadim Baram, Inc.  
P O Box 843756  
Kansas City, MO 64184-3756

Ear Nose, & Throat  
2315 Dougherty Ferry Suite 103  
Saint Louis, MO 63122-3325

Elevate  
4150 International Plaza, Suite 300  
Fort Worth, TX 76109

Emergency Physician's Office  
P. O. Box 60439  
Fort Myers, FL 33906

EMoney USA Holdings LLC  
2310 W 75th Street, Suite 201  
Prairie Village, KS 66208

ENT Plastic Surgery Inc.  
P O Box 78189  
Saint Louis, MO 63178-8189

ER Physicians Group @SLUH, LLC  
3635 Vista Avenue  
Saint Louis, MO 63110

Extended Business Office  
7700 Bonhomme Avenue, 7th Floor  
Saint Louis, MO 63105

Fenton Emergency Group  
1015 Bowles Avenue  
Fenton, MO 63026

Greenline Loans  
P O Box 507  
Hays MT 59527

Greencircle  
One Wakpanni Lake Housing  
Batesland, SD 57716



I C System, Inc.  
P. O. Box 64378  
Saint Paul, MN 55164

ICQ Search and Recovery  
15490 Civic Drive, Suite 206  
Victorville, CA 92392

J C Christensen and Associates  
P. O. Box 519  
Sauk Rapids, MN 56379

Kansas Counselors  
8725 Rosehill Road, Suite 415  
Lenexa, KS 66215-4611

Kyle A. Roesler  
9449 Olive Blvd  
Saint Louis, MO 63132

Medical Commercial Audit  
P. O. Box 480  
High Ridge, MO 63049

Medicredit Corp  
P. O. Box 1629  
Maryland Heights, MO 63043-0629

Metro Imaging, LLC  
P. O. Box 411515  
Saint Louis, MO 63141

Mid America Bank & Trust  
P. O. Box 400  
Dixon, MO 65459

Mid America Bank & Trust  
5109 S Broadband Lane  
Sioux Falls, SD 57108

Missouri Baptist Medical Center  
3015 N. New Ballas Road  
Saint Louis, MO 63131-2374

Missouri Department of Revenue  
P. O. Box 475  
Jefferson City, MO 65105

Navient  
P. O. Box 9635  
Wilkes Barre, PA 18773-9635

Nelnet on behalf of COAC  
College Assist  
PO Box 16358  
ST PAUL, MN 55116

One Advantage, LLC  
7650 Magna Drive  
Belleville, IL 62223

Paramount Recovery Systems, L. P.  
105 Deanna Street  
Waco, TX 76707

Premier Collection Company  
Att: Accounts  
180 Weidman Road, Suite 124  
Ballwin, MO 63021

Psych Care Consultants LLC  
5000 Cedar Plaza Pkwy Ste 350  
Saint Louis, MO 63128-3589

Rise Credit of Missouri, LLC dba Rise  
4150 International Plaza, Suite 300  
Fort Worth, TX 76109

Senex Services Corp  
3333 Founders Road, 2nd Floor  
Indianapolis, IN 46268

SLUCARE Physicians  
P. O. Box 18353M  
Saint Louis, MO 63195

Sound Health Services, PC  
P. O. Box 790379  
Saint Louis, MO 63179

South County Anesthesia  
P. O. Box 22407  
St. Louis, MO 63126

South County Radiologists, Inc.  
P. O. Box 795312  
Saint Louis, MO 63179-0701

Spot Loans  
P. O. Box 927  
Palatine, IL 60078

SSM Health  
1145 Corporate Lake Drive  
Saint Louis, MO 63132

SSM St. Clare Health Center  
Patient Accounts  
1055 Bowles Avenue, Suite 100  
Fenton, MO 63026

St. Anthony's Medical Center  
10010 Kennerly Rd.  
St. Louis, MO 63128

St. Clare Health Center  
1015 Bowles Avenue  
Fenton, MO 63026

St. Luke's Hospital  
232 S. Woodsmill Road  
St. Louis, MO 63017

St. Luke's Physician Specialists  
c/o: National Healthcare Collections LLC  
700 Spirit of St. Louis Blvd, Suite B  
Chesterfield, MO 63005

State Collection Service  
2509 S. Stoughton Road  
Madison, WI 53716

Stl Path LLC  
P O Box 78609  
Saint Louis, MO 63178-8609

Sunset Hills Surgery Center  
12399 Gravois Rd # 102  
Saint Louis, MO 63127

Synchrony Bank  
P. O. Box 965060  
Att: Bankruptcy Dept  
Orlando, FL 32896-5060

Tahir Medical Services, LLC  
Medtech Billing Service  
180 Weidman Road, Suite 125  
Ballwin, MO 63021

Tahir Medical Services, LLC  
P O Box 66980  
Saint Louis, MO 63166

Total Access Urgent Care  
12616 Lamplighter Square  
Saint Louis, MO 63128

WCP Laboratories Inc.  
2326 Millpark Drive  
Maryland Heights, MO 63043

Webbank - Fingerhut  
Att: Bankruptcy Dept  
6250 Ridgewood Road  
Saint Cloud, MN 56303

William E. Cordia  
12178 Belaire Place  
Maryland Heights, MO 63043

Zafar Rehmani MD, LLC  
7055 Mexico  
Box 816  
Saint Peters, MO 63376-1848

/s/Marie Guerrier Allen  
Marie Guerrier Allen